

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.04-095
ANNUAL REQUIREMENTS FOR MISCELLANEOUS TRAFFIC
SIGNAL CONSTRUCTION

DATE: June 6, 2004

CONTRACT PERIOD: May 1,2004 THRU April 31, 2005

CONTRACTOR: Commonwealth Electric Co of the Midwest (402) 441-7410
1941 "Y" street
P.O. Box 80638
Lincoln NE 68501-0638

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508

Company Representative: Paul Claus, Jr.
Telephone No.: 402-473-2232
FAX No.:402-474-0114
E-Mail Address: pclaus@commonwealthelectric.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER CONTRACT FOR SPECIFICATION NO. 04-095

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #70283
Dated:5/17/04

**UNIT PRICE CONSTRUCTION CONTRACT
FOR MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION**

THIS CONTRACT, is made and entered into this 17th day of April, 2004 by and between Commonwealth Electric Company of the Midwest, hereinafter referred to as "Contractor"; and the City of Lincoln, Nebraska, hereinafter referred to as "City";

WHEREAS, the City wishes to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the City in accordance with the terms and conditions herein provided; and

WHEREAS, the City has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the City in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the City in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. Rates.
 - A. The Contractor agrees to provide the above referenced construction services in accordance with the unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.
 - B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.
2. Term. The initial term of this Contract will be for a period of one year from the 1ST day of May, 2003, through the 31st day of April, 2004, with an option by the City to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.
3. Amount of Work.
 - A. No minimum amount of work is guaranteed by the City to any one Contractor by virtue of this Contract.
 - B. In the event that any single project for the above referenced construction services exceeds the sum of Twenty-five Thousand Dollars (\$25,000), it is understood that the City will undertake a separate bid process for such project.
4. Termination.
 - A. The City reserves the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.
 - B. The City shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.
 - C. The City reserves the right to terminate this contract in the event that the City does not appropriate sufficient

funds for the continuation of the contract into the succeeding fiscal year.

5. Owner Inclusion. It is understood and agreed by the signing of this contract by all parties that the "Owner/s" shall be Lancaster County, the Public Building Commission and the City of Lincoln, Nebraska.
 - A. Wherever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City", or "the County", etc.) it shall mean the "Owners" encompassing all three entities.
6. Standard Specifications General Conditions. The City of Lincoln Standard Specifications For Municipal Construction and attached Special Provisions are a part of this Contract, except as specifically amended for a specific project and as dependent upon the nature of the particular construction services to be provided pursuant to this Contract.
7. Non-Discrimination.
 - A. The parties agree that in connection with the carrying out of this project the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
 - B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
 - C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.
8. Drug Free Workplace.
 - A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.
 - B. The City reserves the right to request a copy of the Contractor's drug free workplace policy.
 - C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.
9. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.
10. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.
11. Insurance. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all City contracts which is hereby made a part of this Contract.
12. Indemnification.
 - A. The Contractor agrees to indemnify and hold harmless and defend the City and any of its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
 - B. The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.
13. Applicable Laws and Permits.
 - A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations,

standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

- B. See attached Schedule A for current codes in use relating to construction development in the City of Lincoln.
 - C. All permits required by the City for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.
14. City's Representatives. Departmental/agency representatives identified in attached Schedule B, or their designated representatives shall act as the City' agent responsible for the administration of individual projects undertaken pursuant to this Contract.
15. Guarantee. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty in accordance with the General Provisions and Requirements of the Standard Specifications.
16. Contract Bonds.
- A. Each Unit Price Project executed under the provisions of this Contract shall be bonded separately.
17. Sales and Use Tax.
- A. The City shall furnish the Contractor with a Nebraska Department of Revenue Form 17, Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.
 - B. Certain projects undertaken pursuant to this Contract may not be sales tax exempt.
18. Quotations for Individual Unit Price Projects.
- A. Quotations shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor, overhead and profit.
 - B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
 - C. City reserves the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a "fixed lump sum" price and time completion quote at the discretion of each departmental/agency representative. The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.
 - D. If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.
19. Use of Contractors. The City, in its sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the City believe are in their best interests.
20. Use of Subcontractors. The City recommend, but do not require, the selection of subcontractors from the existing list of Unit Price Contractors.
21. Notice to Proceed.
- A. No work shall be done for the City under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.
 - B. Contractor shall commence work as soon as reasonably possible on the date agreed to by the departmental/agency representative.
 - C. Work shall be complete on or before the date set forth in the Notice to Proceed.

ices.

- A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
- B. Each project shall be invoiced separately.
- C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
- D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.
23. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
24. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
25. Non Exclusive Relationship. The Contractor shall not necessarily be the sole contractor for the purpose of providing the services and material necessary to meet all the needs of the Owners. The Owners hereby expressly reserve the right, in their sole discretion, to enter into similar agreements with or purchase similar services from one or more providers.
- A. In case of an emergency, after the Owners have contacted the Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

IN WITNESS WHEREOF, the contractor and the Owners do hereby execute this contract:

Dated this _____ day of _____, 2004.

City of Lincoln, Nebraska

Attest

City Clerk

Mayor

Contractor

Commonwealth Electric Company of the Midwest
Company Name

1941 "Y" St. / P.O. Box 80638
Street Address

Lincoln, Nebraska 68501-0638
City State Zip Code

402/473-2232
Telephone No.

By: _____

Mike King

Name (Print)

Signature

Branch Manager
Title

**PROPOSAL FOR
SPECIFICATION NO. 04-095
UNIT PRICE CONSTRUCTION CONTRACT FOR
MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION**

BID OPENING TIME: 12:00 NOON
DATE: April 7, 2004

I/We, the undersigned, have read the attached specifications and conditions required for this proposal, hereby propose to furnish pavement construction and reconstruction services in accordance with these conditions on the following unit price basis.

Prices are to be held for one year.

SCHEDULE I - TRAFFIC SIGNAL WORK

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>U/M</u>	<u>UNIT PRICE</u>
1.	Remove Pull Box Type PB-9	Ea.	\$ 150.00
2.	Remove Pull Box Type FOR 27	Ea.	\$ 225.00
3.	Remove Cable in Conduit	L.F.	\$.70
4.	Remove Cable on Span	L.F.	\$ 2.64
5.	Remove T.S. Head	Ea.	\$ 150.00
6.	Remove P.S. Head	Ea.	\$ 150.00
7.	Remove PPB	Ea.	\$ 50.00
8.	Remove Mast Arm Pole, Complete	Ea.	\$ 400.00
9.	Remove Span Wire Pole, Complete	Ea.	\$ 300.00
10.	Remove Pedestal Pole, Complete	Ea.	\$ 200.00
11.	Remove Controller Cabinet, Complete	Ea.	\$ 200.00
12.	Remove Metro Street Name Sign	Ea.	\$ 70.00
13.	Remove Variable Message Sign 30" x 30" (LED)	Ea.	\$ 80.00
14.	Install Variable Message Sign 30" x 30" (LED)	Ea.	\$ 150.00
15.	Pull Box, Type PB-3	Ea.	\$ 2,500.00
16.	Pull Box, Type PB-9	Ea.	\$ 410.00
17.	Pull Box, Type FOR 27	Ea.	\$ 700.00
18.	Conduit in Trench, ½ inch	L.F.	\$ 6.00

19.	Remove 10' Foundation	Ea.	\$ <u>1,100.00</u>
20.	Remove 15' Foundation	Ea.	\$ <u>2,200.00</u>
21.	Conduit in Trench, 2 inch	L.F.	\$ <u>4.00</u>
22.	Conduit in Trench, 3 inch	L.F.	\$ <u>5.00</u>
23.	Conduit in Trench, 4 inch	L.F.	\$ <u>6.00</u>
24.	Coaxial Cable, RG6 on Span	L.F.	\$ <u>2.80</u>
25.	Coaxial Cable, RG6 in Conduit	L.F.	\$ <u>1.80</u>
26.	Camera Control Cable on Span	L.F.	\$ <u>2.90</u>
27.	Camera Control Cable in Conduit	L.F.	\$ <u>2.00</u>
28.	Emergency Detector Cable on Span	L.F.	\$ <u>2.80</u>
29.	Emergency Detector Cable in Conduit	L.F.	\$ <u>1.80</u>
30.	Camera Detector Cable on Span	L.F.	\$ <u>2.90</u>
31.	Camera Detector Cable in Conduit	L.F.	\$ <u>1.90</u>
32.	Camera Power Cable, 4 Conductor on Span	L.F.	\$ <u>2.80</u>
33.	Camera Power Cable, 4 Conductor in Conduit	L.F.	\$ <u>1.80</u>
34.	Traffic Signal Cable, 2 Conductor on Span	L.F.	\$ <u>2.80</u>
35.	Traffic Signal Cable, 2 Conductor in Conduit	L.F.	\$ <u>1.80</u>
36.	Traffic Signal Cable, 3 Conductor on Span	L.F.	\$ <u>2.85</u>
37.	Traffic Signal Cable, 3 Conductor in Conduit	L.F.	\$ <u>1.85</u>
38.	Traffic Signal Cable, 5 Conductor on Span	L.F.	\$ <u>2.90</u>
39.	Traffic Signal Cable, 5 Conductor in Conduit	L.F.	\$ <u>1.95</u>
40.	Traffic Signal Cable, 7 Conductor on Span	L.F.	\$ <u>3.00</u>
41.	Traffic Signal Cable, 7 Conductor in Conduit	L.F.	\$ <u>2.00</u>
42.	Traffic Signal Cable, 12 Conductor on Span	L.F.	\$ <u>4.25</u>
43.	Traffic Signal Cable, 12 Conductor in Conduit	L.F.	\$ <u>3.25</u>
44.	Traffic Signal Cable, 16 Conductor on Span	L.F.	\$ <u>4.50</u>
45.	Traffic Signal Cable, 16 Conductor in Conduit	L.F.	\$ <u>4.25</u>
46.	Traffic Signal Cable, 20 Conductor on Span	L.F.	\$ <u>5.00</u>
47.	Traffic Signal Cable, 20 Conductor in Conduit	L.F..	\$ <u>4.00</u>

48.	Lead-in Cable on Span	L.F.	\$ 2.80
49.	Lead-in Cable in Conduit	L.F.	\$ 1.80
50.	Tracer Wire in Conduit	L.F.	\$ 1.00
51.	Service Cable No. 4 USE in Conduit	L.F.	\$ 1.50
52.	Service Cable No. 6 USE in Conduit	L.F.	\$ 1.25
53.	Service Cable No. 8 USE in Conduit	L.F.	\$ 1.00
54.	Circuit Ground, No. 4 USE in Conduit	L.F.	\$ 1.50
55.	Circuit Ground, No. 6 USE in Conduit	L.F.	\$ 1.25
56.	Circuit Ground, No. 8 USE in Conduit	L.F.	\$ 1.00
57.	Electrical Service Riser No Meter	Ea.	\$ 200.00
58.	Detector, Vehicle Magnetic	Ea.	\$ 750.00
59.	Ground Rod, 10' x 1/2"	Ea.	\$ 50.00
60.	Inst. Dynamic Message Sign Support Pole	Ea.	\$ 2,150.00
61.	Install Mast Arm Pole Type MA-1 Twin Arm ≤ 50 feet	Ea.	\$ 1,700.00
62.	Install Mast Arm Pole Type MA-1 Twin Arm > 50 feet	Ea.	\$ 2,500.00
63.	Install Mast Arm pole, Type MA-1 ≤ 50 feet	Ea.	\$ 1,500.00
64.	Install Mast Arm pole, Type MA-1 > 50 feet	Ea.	\$ 2,400.00
65.	Install Mast Arm pole, Type MA-2 Twin Arm ≤ 50 feet	Ea.	\$ 1,900.00
66.	Install Mast Arm pole, Type MA-2 Twin Arm > 50 feet	Ea.	\$ 2,700.00
67.	Install Mast Arm pole, Type MA-2 ≤ 50 feet	Ea.	\$ 1,500.00
68.	Install Mast Arm pole, Type MA-2 > 50 feet	Ea.	\$ 2,500.00
69.	Install Pedestal Pole, Type PPB	Ea.	\$ 250.00
70.	Install Pedestal Pole, Type 1	Ea.	\$ 275.00
71.	Install Pedestal Pole, Type 3	Ea.	\$ 300.00
72.	Install Traffic Monitoring Pole, 60'	Ea.	\$ 2,500.00
73.	Install Traffic Monitoring Pole, 70'	Ea.	\$ 2,600.00
74.	Install Wood Pole 35/5	Ea.	\$ 400.00
75.	Install Wood Pole 40/3	Ea.	\$ 425.00
76.	Wood Pole 35/5	Ea.	\$ 500.00

77.	Wood Pole 40/3	Ea.	\$ <u>650.00</u>
78.	Install Traffic Signal, Type TS-1, T31	Ea.	\$ <u>140.00</u>
79.	Install Traffic Signal, Type TS-1, T36	Ea.	\$ <u>140.00</u>
80.	Install Traffic Signal, Type TS-1R, T38	Ea.	\$ <u>140.00</u>
81.	Install Traffic Signal, Type TS-1L, T37	Ea.	\$ <u>140.00</u>
82.	Install Traffic Signal, Type TS-1L, T32	Ea.	\$ <u>140.00</u>
83.	Install Traffic Signal, Type TS-1LL, T51B	Ea.	\$ <u>175.00</u>
84.	Install Traffic Signal, Type TS-1RR, T52	Ea.	\$ <u>175.00</u>
85.	Install Traffic Signal, Type TS-1RR, T52B	Ea.	\$ <u>175.00</u>
86.	Install Pedestrian Signal, Type PS-1, T13	Ea.	\$ <u>65.00</u>
87.	Install Traffic Signal, Type TS-1LB, T47	Ea.	\$ <u>165.00</u>
88.	Install Traffic Signal, Type TS-1LL, T51	Ea.	\$ <u>175.00</u>
89.	Install Traffic Signal, Type TS-1LL, T51D	Ea.	\$ <u>175.00</u>
90.	Install Prepare to Stop Assembly MA	Ea.	\$ <u>200.00</u>
91.	Install Prepare to Stop Assembly Shaft	Ea.	\$ <u>200.00</u>
92.	Install School Crossing Assembly MA	Ea.	\$ <u>200.00</u>
93.	Install Reduce Speed Assembly MA	Ea.	\$ <u>200.00</u>
94.	Install Reduce Speed Assembly Shaft	Ea.	\$ <u>200.00</u>
95.	Install Speed Indicator Sign on Shaft	Ea.	\$ <u>200.00</u>
96.	Install Signal Cabinet, Type A (Side of Pole Mount)	Ea.	\$ <u>200.00</u>
97.	Install Signal Cabinet, Type B	Ea.	\$ <u>1,000.00</u>
98.	Install Signal Cabinet, Type C	Ea.	\$ <u>1,200.00</u>
99.	Install Locate Stick	Ea.	\$ <u>300.00</u>
100.	Install Pedestrian Push Button Type PPB	Ea.	\$ <u>55.00</u>
101.	Install and Adjust Detector Camera	Ea.	\$ <u>300.00</u>
102.	Remove Detector Camera	Ea.	\$ <u>250.00</u>
103.	Install Metro Street Name Sign	Ea.	\$ <u>100.00</u>
104.	Install Radio/Antenna Assembly	Ea.	\$ <u>300.00</u>
105.	Install Dynamic Message Sign	Ea.	\$ <u>175.00</u>
106.	Detector, Vehicle 3 or 4 Turns Curb Lane	Ea.	\$ <u>500.00</u>

107.	Detector, Vehicle 3 or 4 Turns 2 nd Lane from Curb	Ea.	\$ 600.00
108.	Detector, Vehicle 3 or 4 Turns 3 rd Lane from Curb	Ea.	\$ 700.00
109.	Install and Adjust Emergency Receiver	Ea.	\$ 150.00
110.	Install Traffic Monitoring Camera	Ea.	\$ 300.00
111.	Down Guy Complete w/anchor, guard, cable & hardware	Ea.	\$ 500.00
112.	Down Guy Complete w/above ground concrete anchor, guard cable, and hardware	Ea.	\$ 500.00
113.	Remove Down Guy Complete w/above ground concrete anchor, guard cable, and hardware	Ea.	\$ 500.00
114.	Labor *	Hr.	\$ 36.00
115.	Labor O.T. (Outside normal working hours)*	Hr.	\$ 55.00
116.	Bucket Truck Working Height 45 Foot*	Hr.	\$ 60.00
117.	Bucket Truck Working Height 70 Foot*	Hr.	\$ 80.00
118.	Flagger	Hr.	\$ 36.00
119.	Arrow Board	Day	\$ 150.00
120.	Grabber Cone	Day	\$ 1.00
121.	Plastic Barrel	Day	\$ 2.00
122.	Construction Sign 9 square Feet or < w/stands & sandbags	Day	\$ 20.00
123.	Construction Sign > 9 Square Feet w/stands & sandbags	Day	\$ 25.00
124.	Type 3 Barricade w/light, stand & sandbag	Day	\$ 2.00
125.	Mobile Dynamic Message Board 3' x 6'	Day	\$ 90.00
126.	Remove lens and reflector and install a LED lens assembly on a pedestrian head already operational at an intersection.	Ea.	\$ 100.00
127.	Remove sidewalk 4"	Sq.Ft.	\$ 12.00
128.	Sidewalk 4"	Sq.Ft.	\$ 2.55
129.	Sidewalk 6"	Sq.Ft.	\$ 3.20
130.	Detectable warning panel	Ea.	\$ 300.00

Unit Price Total \$ 48,500.09

* Note: For traffic signal related items not listed here, but may be requested

These Unit Price Proposals are offered by Commonwealth Electric Company, hereinafter referred to as bidder.

A Corporation organized and existing under the laws of the state of Nebraska

A Partnership doing business as N/A

An Individual doing business as N/A

Addenda: Bidder has received Addenda Nos. 1, and has included their provisions in this bid.

BID SECURITY REQUIRED:

Yes X Amount: \$1,000.00
No

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option:

Yes
No X

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: No; or
(b) Bid prices subject to escalation/de-escalation: Yes
(c) If (b), state period for which prices will remain firm:
Through 3 Months

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

X YES NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Paul Claus, Jr.
TITLE: Project Administrator
PHONE NO. (402) 473-2232

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

Bidders Check list for submittals:

<u>X</u>	Bid Security of \$1,000
<u>X</u>	Two complete copies of proposal/supporting material
<u>X</u>	Qualification Statement
<u>X</u>	Three references
<u>X</u>	List of employees

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 04-095

Commonwealth Electric Company of the Midwest
COMPANY NAME

1941 Y Street, PO Box 80638
STREET ADDRESS or P.O. BOX

Lincoln, NE 68501-0638
CITY, STATE ZIP CODE

(402) 473-2232 (402) 474-0114
TELEPHONE No. FAX No.

47-0708027
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

pclaus@commonwealththelectric.com
E-MAIL ADDRESS

Paul Claus Jr.
BY (Signature)

Paul Claus, Jr.
(Print Name)

Project Administrator
(Title)

April 7, 2004
(Date)

10
ESTIMATED DELIVERY DAYS (After
receipt of individual orders)

Net 30 Days

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

CITY OF LINCOLN, NEBRASKA**UNIT PRICE QUOTATION****MISCELLANEOUS TRAFFIC SIGNAL CONSTRUCTION, 04-095****Date:** _____**TO DEPARTMENT/AGENCY REPRESENTATIVE:** _____**FROM (CONTRACTOR):** _____**PROJECT NUMBER:** _____**PROJECT DESCRIPTION:** _____

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
Master Electrician			
Journeyman Electrician			
Electrician's Apprentince			
Laborer:			
Other			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% O. & P.	TOTAL \$ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

O. & P. ON SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% O. & P.	TOTAL \$ AMOUNT
Sub No. 1			
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

TOTAL PRICE (NOT TO EXCEED)

\$

FIRM: _____**BY:** _____**ADDRESS:** _____**PHONE** _____**APPROVED BY:** _____

Department/Agency Representative

DATE: _____

Change Order #: _____

Accepted: _____

Not Accepted: _____